FOR MYSORE STATE

Deof (195 2) Department.

passed.

Ms SERIES. Khn

G.O. NO. 3481

Dated 9. 3. 52

[Despatch Abstract.]

Mines. M.L. Iron Ore. Bellary Dt. Halakundi Vg
1 S.M. in S.No: 469, 470 & 465. Appl. of
Sri. Surdeo Sidda Basappa. Sanctioned

OFFICE OF THE DIRECTOR OF INDUSTRIES AND COMMERCE: MADRAS

86281

From
Sri M.T. Raju, Bar-at-Law, I.C.S.,
Director of Industries and Commerce,
Cathedral P.O. Madras 6.

To
The Secretary to Government,
Development Department,
Fort St. George, Madras.

-v-v-v

I support the recommendation of the Collector and suggest that a mining lease for iron ore over an extent of one square mile in S.Nos. 465, 469 and 470 of Halakundi Village Bellary Taluk may be granted to Sri Sindigi Siddabasappa for a period of twenty years subject to the conditions proposed by the Collector.

The application, chalans sketches, the income tax clearance certificate filed by the applicant and the record of enquiry are submitted herewith.

for Director of Industries and Commerce.

sg.29.7.
Encls:

Roc. 7316/52 S.1

Collector's office, Bellary
dated 20.6.52

From

Sri.D.R. Sundaram I.A.S.,
Collector, Bellary.

To

The Secretary to Government,
Fort St., George, Madras.

Through

The Director of Industries and
Commerce Madras.

Sir,

Sub:- Mining - M.L. Bellary Taluk Holakundi village S.No.469, 470 and portion of S.No.465 Extent one square mile - Iron ore application of Sri.H. Sindigi Siddabasappa report submitted.

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1. Sri. Sindigi Siddabasappa of Bellary has applied for the grant of a M.L. for 20 years to prospect for and mine Iron ore over an extent of one square mile comprising of S.Nos. 469,470 and portion of S.No 465 of Halakundi village of Bellary Taluk. The application is in order. He has remitted the prescribed application fee of Rs. 200/- in Ch.No. 1382 dated 15.5.52 and also Rs. 500/-in Ch.No. 1381 dated 15.5.52 towards preliminary expenses as required by rules 28 and 29 of the Mineral Concession Rules 1949.

2. The Tahsildar, Bellary reports that the classification and extents of the lands applied for are as follows:-

S.No.	Classification	Extent.
469	U.A.W.	7.05
470	do	16.98
465	Forest Reserve	616.00
	(Total extent 899.27 acres)	640.03

Regarding S.No. 465 which is classified as Forest Reserve the Range Officer Hospet who inspected the area has reported that the S.No. comprises a hill slope which is barren of tree growth except for somebushes here and there. The District Forest Officer Bellary has no objection to the grant of the area for mining operations. As regards the other two S.Nos. 469 and 470 there are U.A.Ws and there is no objection to the grant of the M.L. to the applicant over the fields.

3. The area does not contain lime stones but it has already been applied for by Sri.H.R. Rama Rao of Bangalore, but he has sent a petition with drawing his M.L. application for the above area. The withdrawal petition ofSri.H.R. Rama Rao was sent to the Director of Industries and Commerce Madras in this office Roc. 280/52A.1 dated 21.5.52 in reply to his reference J/2 . 1295/52-1 dated5.5.52 Therefore the present applicant Sri. S. Siddabasappa is the only applicant for the above area and he is eligible for the grant of the M.L over the area.

4. The applicant possess a certificate of approval xf for the year 1952 granted in Government Memo No.58 dated 26.2.52.

5. In the above circumstances I recommendthat the M.L. applied for by the applicant may be granted for a period of 20 years to mine Iron ore for a period of twenty years over an extent of one square mile (640 acres) in Halakundi village limits of Bellary Taluk subject to the general conditions mentioned in sub rule (1) of the rule 41 of the Mineral Concession Rules 1949 and also to the Special conditions enumerated in Sub rule (2) of rule 41 of the said rules as finalised in G.O.No.2326 Development Department dated 23.5.51

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(A) 6. The application; the two chalans and a copy of the sketch showing the area applied for are enclosed.

A.K. 25/6.

For Collector.

Form of certificate of income-tax assessment to be produced by an applicant for contract at the disposal of the Government of Madras.

(To filled in by the Applicant)

(i) Name and style (of the Company, Firm, Hindu undivided family, Individual) in which the applicant is assessed or assessable to income-tax, and address for the purpose of the assessment.

Sundigi Siddalasappa
Bellary
H.U.F.

(ii) Name and address of all companies, firm or association of persons in which the applicant is substantially interested in his individual or fiduciary capacity

Nil
Proprietary

(iii) The income-tax Circle/~~Ward~~/District in which the applicant is assessed to income-tax and the G. I R. No.

Bellary
F. 36-5

(iv) The following particulars to be furnished concerning the income-tax assessments for the preceding four years,

(a) The total contract amount received during the preceding four accounting years (give date of the closing day of the year) being previous years of

19 — 19
19 — 19
19 — 19
19 — 19

Total

(b)	Year	Total income assessed	Tax demanded	Tax paid	Balance due
	1	2	3	4	5
State for	19 48 - 1950	5329	191-20	191.20	Nil
the past	19 50 - 1951	9385	556.3-0	556.3.0	Nil
four years	19 51 - 19 52	10867	672-00	672-00	Nil
	19 52 - 19 53	9.7.11	Due	20.7.52	

Note: 1 Tax in columns (3) and (4) should include all items, viz income-tax, sales-tax surcharge excess profits tax and business profit-tax.

2 If any tax remaining unpaid the reasons should be explained in an attachad statement.

Nil No arrears

(c) In case there has been no income-tax assessment in any year, whether returns have been submitted under section 22 (1) or 22 (2) or tax has been paid in advance under section 18 A (3) of the Act and if so the amount of income returned for each year and tax for each of the four years mentioned above and the Income-tax Circle/Ward District concerned where such returns have been filed give reasons for the same.

Nil

(d) Whether any attachment or certificate proceedings pending in respect of the arrears,

Nil

(e) The name and address of branches if any.

Nil

P. T. O.

b

I declare that the above information is correct and complete to the best of my information and belief.

Signature.

Signature of the contractor.
Address. Bellary
Date 3.7.52

(To be filled in by Income-tax Officer)

In my opinion, the assessee mentioned above has been/~~has not been~~ doing every thing possible to pay the tax demanded promptly and regularly and to fecilitate the completion of the pending proceedings. This certificate is valid for one year from date of issue.

The applicant was not on file previously and he has not paid any income-tax so far Consequently there are no arrears of tax upto date. This certificate is ~~valid~~ for one year from date of issue.

Date 5/7/52

SEAL

Signature of the Income-tax Officer, Addl.
Bellary District, Bellary
5/7/52

Draft of conditions under Sub Rule (2) of R ule 41 of the Mineral Concession Rules 1949.

.....

that

(1) The leasee shall pay half-yearly dead rent and royalty due to Government in any of the Government treasuries to thecredit of "VII. Land Revenue Misc." within one month after the close of the half-years ending December and June.

(2) The lessee shall pay an amount equal to the annual deed rent or royalty, as compensation for damage to the Land covered by the lease;

(3) The lessee should not fell trees, if any, without the previous permission of the Collector, and if it is found that he has felled any trees without such permission he shall pay the value of the trees together with a compounding fee subject to maximum of 10 times the value of the trees;

(4) the lessee shall not operate on the surface of any area prohibited by any authority such as laying out roads, erecting buildings, machinery etc., without the previous permission of such authority or tha provincial Government.

(5) the lessee shall not use land for surface occupation without giving proper notice to the Collector.

(6) the lessee shall provide xx full equipment of weighing machines of modern type of prescribed by the Collector, for weighing the minerals collected by him.

(7) the lessee shall not cause any damage to the forests and if he causes any damage, the lessee shall be liable to make good the loss as assessed by the Officer of the Forest Department and also be liable for prosecution.

(8) the lessee shall take such precautions as are necessary to secure pits and shafts by putting up wire fencing of such other protection to the satisfaction of the Collector to prevent accidents.

(9) on the occurence of any accident, the lessee shall report such accident immediately to the police, The Factory Inspector and the Labour Commissioner.

(10) the lessee shall execute an indeminity bond to Government agreeing to pay claims of third persons.

(11) the lessee shall deliver the possession of lands and mines on the expiration or the termination of the lease to Government and the Government shall have the right of forfeiting the property left over after such termination or determination of the lease, and

(12) In the event of War or other emergency Government shall have power to take possession of plant, machinery, premises and mines.

(13) The lessee shall indemnity the Government of Madras against all claims and suits which may be made or brought by any person in respect of any damage or disturbance caused by(*injury) the lessee.

/True Copy/

SV/9.7.

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Development (J) Department.

Mines- Mining lease- Iron ore - Bellary District - Bellary taluk- Halakundi village- One Square mile ~~acres~~ in S.No.s 469, 470 and 465 (portion) grant of- Application of Sri ~~Sanctioned.~~ Suidigi Siddabasappa - Sanctioned.

Read:

From the ~~Board of Revenue~~ D.I.& C Ref:-No. J/2913/52-1 dated 29.7.52.

G.O.Ms.No. 3481 dated 9.8.52

The Government sanction the grant ~~as~~ to Sri Suidigi Siddabasappa of a mining lease for iron ore for a period of twenty years over an extent of One Square mile ~~acres~~ in S.No.s 469, 470 And 465 (portion) ~~village~~, in Halakundi village Bellary taluk, Bellary District subject to the conditions mentioned in sub-rule (1) of rule 41 of the Mineral Concession Rules, 1949, and also to the following conditions:

(i) the lessee shall pay rents and royalties in any Government Treasury before the 10th January of every year;

(ii) the lessee shall pay before the expiry of the lease, or its sooner determination by either party, an amount equal to the annual dead rent or such higher amount as may be fixed by the Collector of the district in his discretion, as compensation for damage to the land covered by the lease;

(iii) the lessee shall not fell trees if any, without the previous permission of the Collector and if it is found that he has felled any trees without such permission he shall pay the value of the trees together with a compounding fee subject o a maximum of 10 times the value of the said-trees;

(iv) the lessee shall not operate on the surface of any area prohibited by any authority by laying out roads, erecting buildings, machinery, etc. without the previous permission of such authority or the State Government;

p.t.o

(v) the lessee shall not use land for surface occupation without giving proper notice to the Collector;

(vi) the lessee shall provide and shall keep at all times at or near the pit head full equipment of weighing machines of modern type to the satisfaction of the Collector for weighing the minerals collected by him;

(vii) the lessee will exercise the liberties and powers hereby granted in such a manner as to offer no un-necessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Governor and to the holder of prospecting licences or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting, working developing and carrying away the same;

(viii) the lessee shall take such precautions as are necessary to secure pits and shafts by putting up wire fencing or such other protection to the satisfaction of the Collector to prevent accidents;

(ix) that on the occurrence of any accident, the lessee shall report such accident immediately to the nearest police station the nearest Factory Inspector and the Labour Commissioner

(x) the lessee shall execute an indemnity bond to Government against the claims of third parties;

(xi) the lessee will at the expiration or sooner determination of the said term deliver up to the Governor all mines, pits shafts including drifts, levels, waterways, airways and other work (now existing) hereafter to be sunk or made under the said lands (except such as may have been abandoned with the sanction of the Governor or in any ordinary and fair course of working) and all (engines, machinery plant, buildings,

p.t.o

structures and other works and conveniences which at the commencement of the said term were upon or under the said lands and all) engines, machinery, plant and fixtures set up by the lessee below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Governor have become disused) and all buildings and structures of brick or stone erected by the lessee above-ground level in good repair order and condition and fit in all respects for further working of the said minerals.

(xii) if after the determination of the lease there shall remain in or upon the said lands any engines machinery, plant buildings structures tramways, railways and other works erections and conveniences or minerals or mineral ores or other property which the lessee is entitled to remove from the said lands the same shall, if not removed by the lessee within one calender ~~xx~~ month after notice in writing requiring their removal is given to the lessee by the Collector be deemed to become the property of the Government of Madras and may be sold and disposed of for the benefit of the Government of Madras in such manner as they shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof;

(xiii) In the event of the existence of a State of war or of grave national emergency (of which the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be the conclusive proof) the Governor after notice inwriting to the lessee under the hand of any Secretary to Government of his intention so to do may forthwith take possession or assume control of the works, plant and machinery and premises of the lessee at or in connection with the said mines and may pre-empt at prices fixed by the Governor all the minerals (and all products thereof) extracted from or lying upon the said mines during such possession or control and the lessee shall conform and obey all directions given by or on

p.t.o

on behalf of the Governor regarding the use or employment of such works, plants, premises provided that a fair compensation which shall be determined by the Governor and shall be paid to the lessee for all loss or damage sustained by reasons or in consequence of the exercise of the powers conferred by this clause; provided also that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause;

(xiv) (a) the ~~licensee~~ lessee shall not enter upon or commence prospecting or mining operations in any reserve forest situate upon the said lands without thirty days previous notice in writing to the District Forest Officer nor without obtaining and written sanction of that officer nor otherwise than in accordance with such condition as that officer may in his absolute discretion prescribe;

(b) the area ~~without~~ within the reserved forest limits must be demarcated by a declared fire line of 40 ft. wide which will be cut and kept cleared by the Forest Department at the expense of the lessee;

(c) the lessee must at all times permit the Forest Department to enter upon the land for the purpose of maintaining or repairing existing boundary lines within the area and must pay the cost of such maintenance or repair as determined by the District Forest Officer;

(d) the lessee must take suitable precautions to prevent fires from spreading into the adjoining reserve forest from the land and if such fires accidentally occur he must render all possible assistance in putting them put;

(e) the lessee shall not cut any trees or growth on the area granted in excess of 20 per cent of the number of trees on the whole area under the lease without the previous permission of the District Forest Officer and the value of such trees etc. shall be paid for by the lessee at rates to be fixed by the District Forest Officer; he must not deface or interfere with

p.t.o.

any boundary stone or marks; if any boundary mark is accidentally damaged, he must bring the matter immediately to the notice of the Range Officer;

(xv) The lessee should keep the stocks of beryl or any other "prescribed substance" under section 3 of the Atomic Energy Act, No.XXIX of 1948, if they occur in the property covered by the lease with a view to making them available to the Government of India.

2. The rates of royalty, dead rent and surface rent shallbe as follows:

ROYALTY:

Iron ore
(a) used for extraction of iron — As.8. per ton
(b) used for other purposes — Re 1. per ton

DEAD RENT:-

(a) Iron ore for extraction of iron — Rs.5/- per acre per annum
(b) Iron ore for other purposes — Rs.10/- " "

SURFACE RENT: at such rate as the land revenue and cesses asscessable on the land are paid.

3. The applicant should pay a deposit of Rs.500/- as prescribed in rule 36 of the Mineral Concession Rules, 1949, before the lease is actually executed.

4. The terms and conditions stated in the above paragraphs are subject to such further modifications, additions and alterations as may be included in the lease deed when finalised.

5. The Collector of Bellary is requested to _____ take necessary further action.

6.8.52 Ky 6.8.52

Lw 7.8.52 7.8.52

complied vide 1818

To the ~~Board of Revenue~~
To the Collector of Bellary D. 1. & c. with Records (A)
~~SB. entry against for excuting the lease deed and the indemnity bond.~~

Sri Suidigi Siddaveerappa
Suidigi Building
Suidigi Lane, Brucepet,
Bellary.

Dept. J.

Subj. Mines - Mining lease - Iron ore - (Bellary Bellary t'aluk - Hala Kundi village Extent one square mile - S. Nos. 469, 470 and a portion of S. No. 465 - Applcn. of Sri Sundigi Siddalingappa.

pp. 1-2 cf Ref. From Mr. D. I. & C. no. J/2913/52-1 dated 29. 7. '52.

To A. S.

Sri Sunidigi Siddalingappa

pp 3-5 (A) of Bellary has applied for a mining lease for iron ore over an extent of one square mile in S. Nos. 469 470 and a portion of S. No. 465 of Hala Kundi village of Bellary Taluk Bellary district for a period of twenty years. He has remitted Rs 200/- towards application fees and Rs. 500/- towards preliminary deposits. He holds valid certificate of approval for the year 1952. He has since produced the mining clearance certificate

pp 11-13 (A)

pp 5-6 cf

Sri H R Rama Rao a prior applicant for the same area has withdrawn his

5 (H)

Application ~~for~~ for consideration is the only Application that of Sri Siddha Reddy for a ppa.

The Collector of Bellary has stated that the classification and extents of the lands applied for are as follows:

S. No	classification	Extent	
467	unassessed waste ~~w. A. W.~~	7.05	'B' comp 3 cf
470	do	16.98	
466	Forest Reserve	616.00	
	Total extent	640.03 acres.	

~~The Survey~~ No. 466 which is classified as Forest Reserve comprises a hill slope which is devoid of tree growth except for some bushes here and there. The D.F.O. has no objection to grant the area for mining operations as regards the Survey numbers 469 and 470, ~~where there~~ which are unassessed wastes. The Collector states that there is no objection to grant of the mining lease to the applicant. ~~The fields~~ It is also stated that the area does not contain limestones. 'A' comp 3 cf

28/7/18

'K' on p. 3 c/f

The Collector has recommended the grant of the lease to Sri S. Siddabasappa for iron ore for a period of twenty years over an extent of one square mile (640 acres) in Halakundi village, Bellary Taluk. The D.I.G. also has recommended the grant of the lease to Sri. S. Siddabasappa subject to the conditions proposed by the Collector. The

'X' on p. 2 c/b

'L' p. 7 c/f

special conditions proposed by the Collector conform to the model conditions prescribed by Govt. (in the draft order below)

For orders whether Sri S. Siddabasappa ~~will~~ be granted the mining lease for iron ore over an extent of one square mile in Halakundi village, Bellary Taluk, Bellary district. Subject to orders a draft order is submitted for approval.

6.8.52

6.8.52

Lease may be granted

7.8.52

DS (M. Krishnamurthy)

8/8/52

SECRETARY TO GOVERNMENT
8 AUG 1952
DEVELOPMENT DEPT

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Dept. J

J. A.S

(Orders on p. 3 above)

The necessary entries have been made in the M.L Register against item No. 286. The draft order below may now be issued

L.
9.9.52. 9.8.52

1/85 2